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DEPUTY N. GALLARDO

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DOMINIQUE WASHINGTON, an
individual,

Plaintiff,

vs.

DEPUTY D. LOPEZ, an individual;
DEPUTY N. GALLARDO, an
individual; and DOE DEPUTIES 1
through 10, inclusive,

Defendants.

Case No.: 2:23-cv-8319-DDP (AJRx)

(Assigned to Judge Dean D. Pregerson;
Magistrate Judge A. Joel Richlin)

**~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER**

1. GENERAL

1.1 Purposes and Limitations. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and

petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

1.2 Good Cause Statement.

This action involves the County of Los Angeles and members of the Los Angeles County Sheriff's Department and is likely to involve confidential, proprietary, official, and/or private law enforcement and police personnel information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential proprietary information/or private personnel police information, regarding confidential contained in police personnel files, official law enforcement investigative information, information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law.

Additionally, Defendants may seek information such as Plaintiffs' medical records that Plaintiffs believe are highly sensitive, confidential, and are legally protected from disclosure. *See Wooden v. Comprehensive Health Mgmt.*, No. 20-00053 LEK-WRP, 2021 U.S. Dist. LEXIS 101889, at *3 (D. Haw. May 28, 2021) ("[M]edical records are confidential, as recognized under the Health Insurance Portability and Accountability Act of 1996."); *Pratt v. Gamboa*, No. 17-CV-04375-LHK, 2020 U.S. Dist. LEXIS 90913, at *5 (N.D. Cal. May 22, 2020) (same). Plaintiffs

1 contend that the undue disclosure of such information creates a specific risk of
2 embarrassment, emotional harm, reputational harm, and professional harm.

3 Accordingly, to expedite the flow of information, to facilitate the prompt
4 resolution of disputes over confidentiality of discovery materials, to adequately
5 protect information the parties are entitled to keep confidential, to ensure that the
6 parties are permitted reasonable necessary uses of such material in preparation for and
7 in the conduct of trial, to address their handling at the end of the litigation, and serve
8 the ends of justice, a protective order for such information is justified in this matter.
9 It is the intent of the parties that information will not be designated as confidential for
10 tactical reasons and that nothing be so designated without a good faith belief that it
11 has been maintained in a confidential, non-public manner, and there is good cause
12 why it should not be part of the public record of this case.

13
14 **2. DEFINITIONS**

15 2.1 Action: Dominique Washington v. Deputy D. Lopez, et al., United States
16 District Court, Central District, Case No.: 2:23-cv-8319-DDP (AJRx).

17 2.2 Challenging Party: a Party or Non-Party that challenges the designation
18 of information or items under this Order.

19 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
20 how it is generated, stored or maintained) or tangible things that qualify for protection
21 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
22 Cause Statement.

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
24 support staff).

25 2.5 Designating Party: a Party or Non-Party that designates information or
26 items that it produces in disclosures or in responses to discovery as
27 “CONFIDENTIAL.”
28

1 2.6 Disclosure or Discovery Material: all items or information, regardless
2 of the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced or
4 generated in disclosures or responses to discovery in this matter.

5 2.7 Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as
7 an expert witness or as a consultant in this Action.

8 2.8 House Counsel: attorneys who are employees of a party to this Action.
9 House Counsel does not include Outside Counsel of Record or any other outside
10 counsel.

11 2.9 Non-Party: any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this action.

13 2.10 Outside Counsel of Record: attorneys who are not employees of a party
14 to this Action but are retained to represent or advise a party to this Action and have
15 appeared in this Action on behalf of that party or are affiliated with a law firm that
16 has appeared on behalf of that party, including support staff.

17 2.11 Party: any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their
19 support staffs).

20 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

22 2.13 Professional Vendors: persons or entities that provide litigation support
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)
25 and their employees and subcontractors.

26 2.14 Protected Material: any Disclosure or Discovery Material that is
27 designated as "CONFIDENTIAL."
28

1 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3
4 **3. SCOPE**

5 The protections conferred by this Stipulation and Order cover not only
6 Protected Material (as defined above), but also (1) any information copied or extracted
7 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
8 Protected Material; and (3) any testimony, conversations, or presentations by Parties
9 or their Counsel that might reveal Protected Material.

10 Any use of Protected Material at trial shall be governed by the orders of the
11 trial judge. This Order does not govern the use of Protected Material at trial.

12
13 **4. DURATION**

14 Once a case proceeds to trial, all of the court-filed information to be introduced
15 that was previously designated as confidential or maintained pursuant to this
16 protective order becomes public and will be presumptively available to all members
17 of the public, including the press, unless compelling reasons supported by specific
18 factual findings to proceed otherwise are made to the trial judge in advance of the
19 trial. See Kamakana v. City and Cty. of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir.
20 2006) (distinguishing “good cause” showing for sealing documents produced in
21 discovery from “compelling reasons” standard when merits-related documents are
22 part of court record). Accordingly, the terms of this protective order do not extend
23 beyond the commencement of the trial.

24
25 **5. DESIGNATING PROTECTED MATERIAL**

26 5.1 Exercise of Restraint and Care in Designating Material for Protection.
27 Each Party or Non-Party that designates information or items for protection under this
28 Order must take care to limit any such designation to specific material that qualifies

1 under the appropriate standards. The Designating Party must designate for protection
2 only those parts of material, documents, items, or oral or written communications that
3 qualify so that other portions of the material, documents, items, or communications
4 for which protection is not warranted are not swept unjustifiably within the ambit of
5 this Order.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations
7 that are shown to be clearly unjustified or that have been made for an improper
8 purpose (e.g., to unnecessarily encumber the case development process or to impose
9 unnecessary expenses and burdens on other parties) may expose the Designating Party
10 to sanctions.

11 If it comes to a Designating Party's attention that information or items that it
12 designated for protection do not qualify for protection, that Designating Party must
13 promptly notify all other Parties that it is withdrawing the inapplicable designation.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in
15 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
17 under this Order must be clearly so designated before the material is disclosed or
18 produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic
21 documents, but excluding transcripts of depositions or other pretrial or trial
22 proceedings), that the Producing Party affix, at a minimum, the legend
23 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
24 contains protected material. If only a portion or portions of the material on a page
25 qualifies for protection, the Producing Party also must clearly identify the protected
26 portion(s) (e.g., by making appropriate markings in the margins).

27 A Party or Non-Party that makes original documents available for inspection
28 need not designate them for protection until after the inspecting Party has indicated

1 which documents it would like copied and produced. During the inspection and
2 before the designation, all of the material made available for inspection shall be
3 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
4 it wants copied and produced, the Producing Party must determine which documents,
5 or portions thereof, qualify for protection under this Order. Then, before producing
6 the specified documents, the Producing Party must affix the “CONFIDENTIAL
7 legend” to each page that contains Protected Material. If only a portion or portions
8 of the material on a page qualifies for protection, the Producing Party also must clearly
9 identify the protected portion(s) (e.g., by making appropriate markings in the
10 margins).

11 (b) for testimony given in depositions that the Designating Party identify
12 the Disclosure or Discovery Material on the record, before the close of the deposition.

13 (c) for information produced in some form other than documentary and
14 for any other tangible items, that the Producing Party affix in a prominent place on
15 the exterior of the container or containers in which the information is stored the legend
16 “CONFIDENTIAL.” If only a portion or portions of the information warrants
17 protection, the Producing Party, to the extent practicable, shall identify the protected
18 portion(s).

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
20 failure to designate qualified information or items does not, standing alone, waive the
21 Designating Party’s right to secure protection under this Order for such material.
22 Upon timely correction of a designation, the Receiving Party must make reasonable
23 efforts to assure that the material is treated in accordance with the provisions of this
24 Order.

25 26 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

27 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
28 designation of confidentiality at any time that is consistent with the Court’s

1 Scheduling Order.

2 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
3 resolution process under Local Rule 37-1, et seq. Any discovery motion must strictly
4 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

5 6.3 Burden. The burden of persuasion in any such challenge proceeding
6 shall be on the Designating Party. Frivolous challenges, and those made for an
7 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
8 other parties) may expose the Challenging Party to sanctions. Unless the Designating
9 Party has waived or withdrawn the confidentiality designation, all parties shall
10 continue to afford the material in question the level of protection to which it is entitled
11 under the Producing Party's designation until the Court rules on the challenge.
12

13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material that is
15 disclosed or produced by another Party or by a Non-Party in connection with this
16 Action only for prosecuting, defending, or attempting to settle this Action. Such
17 Protected Material may be disclosed only to the categories of persons and under the
18 conditions described in this Order. When the Action has been terminated, a Receiving
19 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

20 Protected Material must be stored and maintained by a Receiving Party at a
21 location and in a secure manner that ensures that access is limited to the persons
22 authorized under this Order.

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
24 otherwise ordered by the Court or permitted in writing by the Designating Party, a
25 Receiving Party may disclose any information or item designated
26 "CONFIDENTIAL" only to:

27 (a) the Receiving Party's Outside Counsel of Record in this Action, as
28 well as employees of said Outside Counsel of Record to whom it is reasonably

1 necessary to disclose the information for this Action;

2 (b) the officers, directors, and employees (including House Counsel) of
3 the Receiving Party to whom disclosure is reasonably necessary for this Action;

4 (c) Experts (as defined in this Order) of the Receiving Party to whom
5 disclosure is reasonably necessary for this Action and who have signed the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (d) the Court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and Professional
10 Vendors to whom disclosure is reasonably necessary for this Action and who have
11 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (g) the author or recipient of a document containing the information or
13 a custodian or other person who otherwise possessed or knew the information;

14 (h) during their depositions, witnesses, and attorneys for witnesses, in
15 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
16 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they
17 will not be permitted to keep any confidential information unless they sign the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
19 agreed by the Designating Party or ordered by the Court. Pages of transcribed
20 deposition testimony or exhibits to depositions that reveal Protected Material may be
21 separately bound by the court reporter and may not be disclosed to anyone except as
22 permitted under this Stipulated Protective Order; and

23 (i) any mediator or settlement officer, and their supporting personnel,
24 mutually agreed upon by any of the parties engaged in settlement discussions.

25
26 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
27 **PRODUCED IN OTHER LITIGATION**

28 If a Party is served with a subpoena or a court order issued in other litigation

1 that compels disclosure of any information or items designated in this Action as
2 “CONFIDENTIAL,” that Party must:

3 (a) promptly notify in writing the Designating Party. Such notification shall
4 include a copy of the subpoena or court order;

5 (b) promptly notify in writing the party who caused the subpoena or order to
6 issue in the other litigation that some or all of the material covered by the subpoena
7 or order is subject to this Protective Order. Such notification shall include a copy of
8 this Stipulated Protective Order; and

9 (c) cooperate with respect to all reasonable procedures sought to be pursued
10 by the Designating Party whose Protected Material may be affected.

11 If the Designating Party timely seeks a protective order, the Party served with
12 the subpoena or court order shall not produce any information designated in this action
13 as “CONFIDENTIAL” before a determination by the court from which the subpoena
14 or order issued, unless the Party has obtained the Designating Party’s permission. The
15 Designating Party shall bear the burden and expense of seeking protection in that court
16 of its confidential material and nothing in these provisions should be construed as
17 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
18 directive from another court.

19
20 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
21 **PRODUCED IN THIS LITIGATION**

22 (a) The terms of this Order are applicable to information produced by a Non-
23 Party in this Action and designated as “CONFIDENTIAL.” Such information
24 produced by Non-Parties in connection with this litigation is protected by the
25 remedies and relief provided by this Order. Nothing in these provisions should be
26 construed as prohibiting a Non-Party from seeking additional protections.

27 (b) In the event that a Party is required, by a valid discovery request, to produce
28 a Non-Party’s confidential information in its possession, and the Party is subject to an

1 agreement with the Non-Party not to produce the Non-Party's confidential
2 information, then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the Non-Party
4 that some or all of the information requested is subject to a confidentiality agreement
5 with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated
7 Protective Order in this Action, the relevant discovery request(s), and a reasonably
8 specific description of the information requested; and

9 (3) make the information requested available for inspection by the Non-
10 Party, if requested.

11 (c) If the Non-Party fails to seek a protective order from this Court within 14
12 days of receiving the notice and accompanying information, the Receiving Party may
13 produce the Non-Party's confidential information responsive to the discovery request.
14 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
15 any information in its possession or control that is subject to the confidentiality
16 agreement with the Non-Party before a determination by the Court. Absent a court
17 order to the contrary, the Non-Party shall bear the burden and expense of seeking
18 protection in this Court of its Protected Material.

19 20 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
22 Protected Material to any person or in any circumstance not authorized under this
23 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
24 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
25 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
26 persons to whom unauthorized disclosures were made of all the terms of this Order,
27 and (d) request such person or persons to execute the "Acknowledgment and
28 Agreement to Be Bound" that is attached hereto as Exhibit A.

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 2 **PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
 4 inadvertently produced material is subject to a claim of privilege or other protection,
 5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 7 may be established in an e-discovery order that provides for production without prior
 8 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
 9 parties reach an agreement on the effect of disclosure of a communication or
 10 information covered by the attorney-client privilege or work product protection, the
 11 parties may incorporate their agreement in the stipulated protective order submitted
 12 to the Court.

13
 14 **12. MISCELLANEOUS**

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 18 Protective Order, no Party waives any right it otherwise would have to object to
 19 disclosing or producing any information or item on any ground not addressed in this
 20 Stipulated Protective Order. Similarly, no Party waives any right to object on any
 21 ground to use in evidence of any of the material covered by this Protective Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any
 23 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
 24 only be filed under seal pursuant to a court order authorizing the sealing of the specific
 25 Protected Material at issue; good cause must be shown in the request to file under
 26 seal. If a Party's request to file Protected Material under seal is denied by the Court,
 27 then the Receiving Party may file the information in the public record unless
 28 otherwise instructed by the Court.

1 **13. FINAL DISPOSITION**

2 After the final disposition of this Action, within 60 days of a written request by
3 the Designating Party, each Receiving Party must return all Protected Material to the
4 Producing Party or destroy such material. As used in this subdivision, “all Protected
5 Material” includes all copies, abstracts, compilations, summaries, and any other
6 format reproducing or capturing any of the Protected Material. Whether the Protected
7 Material is returned or destroyed, the Receiving Party must submit a written
8 certification to the Producing Party (and, if not the same person or entity, to the
9 Designating Party) by the 60 day deadline that (1) identifies (by category, where
10 appropriate) all the Protected Material that was returned or destroyed, and (2) affirms
11 that the Receiving Party has not retained any copies, abstracts, compilations,
12 summaries or any other format reproducing or capturing any of the Protected Material.
13 Notwithstanding this provision, counsel are entitled to retain an archival copy of all
14 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
15 correspondence, deposition and trial exhibits, expert reports, attorney work product,
16 and consultant and expert work product, even if such materials contain Protected
17 Material. Any such archival copies that contain or constitute Protected Material
18 remain subject to this Protective Order as set forth in Section 4 (DURATION).

19
20 **14. VIOLATION OF ORDER**

21 Any violation of this Order may be punished by any and all appropriate
22 measures including, without limitation, contempt proceedings and/or monetary
23 sanctions.

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25 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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28 DATED: January 29, 2024

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/s/ GREGORY L. KIRAKOSIAN
Attorneys for Plaintiff(s)

DATED: January 29, 2024

/s/ JANET L. KEUPER
Attorneys for Defendant(s)

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 1/29/24



HON. A. JOEL RICHLIN
United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[full name]**, of _____ **[full address]**, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ **[date]** in the case of Dominique Washington v. Deputy D. Lopez, et al., United States District Court, Central District, Case No.: 2:23-cv-8319-DDP (AJRx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ **[full name]** of _____ **[full address and telephone number]** as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____